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REMARKS

Applicants have filed this Amendment and Response in reply to the outstanding Official Action of July 31, 2006 and Applicants believe that this Amendment and Response is fully responsive thereto for at least the reasons set forth herein.

At the onset, Applicants note that Claim 18 has been amended herewith to clarify the function and structure of the bellows portion. Specifically, the bellows portion can expand and contract in at least a direction along an optical axis of the optical system to maintain the airtight seal of the inner space.

No new matter has been added to the application by way of the aforementioned amendment. For example, support therefor can be found at pages 14, 15 and 17.

Applicants submit that none of the cited references teach, suggest or render obvious, each and every limitation of amended Claim 18.

In the Official Action, the Examiner rejects Claims 18-28 under 35 U.S.C. § 103 (a), as being unpatentable over U.S. Patent No. 5,776,049 to Takahashi in view of U.S. Patent No. 5,876,326 to Takamura et al. (hereinafter "Takamura").

Claim 18 recites, *inter alia*, a tubular member comprising a first end and a second end, the tubular member defining an inner space extending therethrough and between the first end and the second end, the optical system being hermetically joined to the first end and the imaging element being hermetically joined to the second end thereby airtightly sealing the inner space, the tubular member further comprising a bellows portion for expanding and contracting in at least a direction along an optical axis of the optical system to maintain the airtight seal of the inner space in response to relative movements of the optical system support

member and the imaging element support member is a direction along an optical axis of the optical system and in a direction perpendicular to the optical axis of the optical system.

A feature of the claimed invention is to have a bellows tube that can expand and contract to cover or maintain an airtight seal of the units, even when the optical system and the imaging system are moving. In contrast, the arrangement in Takahashi only teaches or describes that the optical system is driven with respect to the imaging system. Takahashi does not teach any structure or arrangement to hermetically seal a unit, as recited in Claim 18.

Figures 2 and 10a clearly illustrate that elements 2a and 2b are not hermetically joined to a second end, thereby air-tightly sealing the inner space. In fact, Figure 10a depicts that the tubular element is only around the lens. Nowhere in Takahashi is an airtight seal between an imaging element unit and an imaging optical unit discussed.

Additionally, Takahashi does not teach a bellows portion that can expand and contract at least in a direction along an optical axis of the optical system to maintain the airtight seal of the inner space in response to relative movements.

Applicants respectfully submit that Takamura fails to cure the above-identified deficiencies. Takamura does not teach a bellows portion. Takamura teaches a universal cord cover that is constructed of a bellows-like insulation resin. See Col 12. An inner face thereof is provided with a metal evaporation layer, which serves as an electromagnetic interface countermeasure. The bellows-like resin is used as a tube that can bend in order to electromagnetically protect the insertion portion of the endoscope. Takamura does not teach that the length of the insertion portion of the endoscope from the distal end to the proximal end changes. In fact, the device depicted in Figure 14 cannot change the relative position of the optical and imaging device in the optical axis. The bellows-like portions are used to cover

the structure intended to bend and **not to expand and contract in response to a relative motion of the optical and image devices**. Therefore, the bellows-like portion is not used as a tube that can expand and contract in order to maintain the covering state in response to the change in the relative distance between the imaging system and the option claim as in the claimed invention. Clearly, the function and structure of the bellows-like portion in Takamura is fundamentally different than the claimed function and structure.

Accordingly, the hypothetical combination fails to teach each and every limitation of Claim 18 such as maintaining an airtight seal of the unit by having a bellows portion expand and contract when the relative distance between the optical system and the imaging system is changed in addition to hermetically sealing the unit.

Therefore, Claim 18 is patentably distinct therefrom.

Applicants submit that Claims 19-28 are patentably distinct from the cited references at least based upon the reasons set forth above in view of their dependency, whether directly or indirectly, from independent Claims 18.

In the outstanding Official Action, Claims 29-35 stand rejected under 35 U.S.C. § 103 (a), as being unpatentable over U.S. Patent No. 5,776,049 to Takahashi in view of U.S. Patent No. 5,876,326 to Takamura in view of MacKinnon et al., U.S. Patent No. 6,110,106 (hereinafter "MacKinnon").

MacKinnon does not cure any of the aforementioned deficiencies.

Accordingly, Applicants respectfully submit that Claims 29-35 are patentably distinct from the cited references at least based upon the reasons set forth above in view of their dependency, whether directly or indirectly, from independent Claims 18.

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Based upon the foregoing, Applicants respectfully request that the Examiner withdraw the rejection of Claims 18-35 pursuant to 35 U.S.C. § 103(a).

In conclusion, the Applicants believe that the above-identified application is in condition for allowance and henceforth respectfully solicits the Examiner to allow the application. If the Examiner believes a telephone conference might expedite the allowance of this application, the Applicants respectfully request that the Examiner call the undersigned, Applicants' attorney, at the following telephone number: (516) 742-4343.

Respectfully submitted,

  
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